

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

March 27, 2009

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

SUBJECT: Establishment of a Volunteer Kokua Partnership Agreement for Mokule'ia  
Section of Ka'ena State Park, O'ahu

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration. There are currently nine (9) curator organizations statewide assisting with cultural sites in the parks and four (4) organizations assisting with natural resources in parks on Maui and O'ahu. In 2005, other community groups expressed interest in assisting with parks that have both resources and recreational facilities. This resulted in a similar volunteer program called the Kokua Partnership Program. There are currently 4 Kokua Partnership agreements, including Diamond Head State Monument and Sand Island State Recreation Area.

The Friends of Ka'ena Point was established in January 2008 out of concern for the misuse of the park and threats to the natural and cultural resources of the area. The mission of the Friends is "to enhance, maintain, and protect the natural and cultural resources of Ka'ena for present and future generations through active community stewardship, education, and partnerships". The membership of over 50 individuals and families includes residents of the area, researchers, and concerned community members. The Friends have registered as a non-profit organization with a Board of Directors and are in the process of obtaining their 501(c)(3) status.

The Friends have requested a 2-year Kokua Partnership agreement with responsibilities and projects that include educational outreach, guided hikes, native plant restoration, and regular workdays to maintain the park. The tours are being planned on a monthly basis and they hope to sponsor volunteer service projects on most weekends. They will provide a presence in the park to educate park users about the rules and resources, to monitor vandalism, and to promote stewardship of the area. It is their hope that more community involvement and site restoration will correct some of misuse and make Ka'ena Point a more inviting wilderness park for everyone to recreate and enjoy.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, and maintenance of the resources in the parks through the Curator and Kokua Partnership programs. The Friends of Ka'ena have indicated a willingness to carry out their responsibilities as volunteers in the Mokule'ia portion of Ka'ena Point State Park and to work closely with State Parks to insure that the guidelines established in the agreement are followed. State Parks recommends that the Board grant approval for DLNR to enter into a 2-year agreement with the Friends of Ka'ena to allow the Friends to serve as a Kokua Partner and carry out projects and improvements at Ka'ena Point State Park as stipulated in the agreement.

Respectfully submitted,



DANIEL S. QUINN  
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THELEN, Chairperson

Attachment: Draft Kokua Partnership Agreement

**STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

**KOKUA PARTNERSHIP AGREEMENT**

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2009, between the STATE OF HAWAI'I (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, and Friends of Ka'ena (also referred to herein as "KOKUA PARTNER" and "Friends"), by Josh Heimowitz, Coordinator, whose address is 69-385 Farrington Highway, Waialua, Hawai'i 96791.

**BACKGROUND**

The Ka'ena State Park Reserve (SPR) was established and set aside to the Division of State Parks for park purposes in 2005. It encompasses the coastal portion of Mokule'ia from the end of Farrington Highway to the Ka'ena Point Natural Area Reserve (NAR) located at western tip of O'ahu. The park reserve is undeveloped and consists of about 2.5 miles of coastal plain adjacent to the northern slopes of the Wai'anae Range. The shoreline is layered, wave-cut beach rock with an offshore coral reef, small sand beaches, dune remnants, and scattered basalt boulders. The sparse vegetation is due in large part to the 4-WD and ATV traffic that has created numerous dirt roads and erosional areas throughout the coastal flat. Ka'ena SPR is significant for its marine resources, including the endangered Hawaiian monk seal, seabirds, native plants, and cultural sites, such as *leina a ka 'uhane*. The park is popular for outdoor recreation, especially hiking and fishing. This agreement addresses those recreational and park resources within the Mokule'ia Section of Ka'ena Point SPR, excluding the privately owned parcels, as delineated in the map (Attachment 1).

**INTRODUCTION**

The STATE is the owner of Ka'ena Point State Park Reserve (hereafter "park"). This Kokuia Partnership agreement for assistance with the maintenance, management, interpretation, and restoration of park resources and facilities is in the public interest and serves a public purpose. The arrangements made herein with the KOKUA PARTNER will help improve and maintain the Mokule'ia Section of Ka'ena Point SPR for public use and will provide reasonable and appropriate recognition and gratitude to the KOKUA PARTNER on account of the

significant labor and improvements its members are contributing to reclaim, preserve, and improve this 284-acre park for the use and benefit of all.

### KOKUA PARTNER RESPONSIBILITIES

The KOKUA PARTNER will assist the STATE with the maintenance of designated areas within the Mokule‘ia Section of Ka‘ena Point SPR as follows:

1. The Friends will coordinate all actions and activities undertaken in the execution of the Kokua Partnership agreement with State Parks.
2. The Friends will designate a volunteer supervisor(s) who is subject to approval by State Parks. Supervisor will submit completed agreement fact sheet (Attachment 2) and all participants must submit a completed State Parks' volunteer waiver form (Attachment 3).
3. The Friends will submit an annual report of its activities and volunteer hours performed under this agreement to State Parks.
4. The Friends will organize and conduct regular workdays to maintain the park grounds, including:
  - a. Removal of weeds and vegetation debris from the park grounds.
    - Cut debris will be chipped and either used on-site in the park or transported off-site.
    - There is to be no burning within the park.
    - Weed-eaters, machetes, lawnmowers, and other hand tools may be used.
    - A herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth.
    - The specifics of the vegetation removal shall be discussed on-site with a STATE representative prior to initiation of the agreement.
  - b. Removal of litter and trash from the park. Large project should be done in coordination with State Parks.
5. The Friends may prepare and implement a plan to restore the natural landscape and stabilize erosion areas with the planting of native vegetation in the park. A planting or landscaping plan shall be reviewed and approved by State Parks prior to implementation.
6. The Friends may prepare and install interpretive devices and displays, contingent upon approval of specific interpretive plans by State Parks, the Natural Area Reserve System of the Division of Forestry and Wildlife (DOFAW), and State Historic Preservation Division (SHPD) in accordance with §13-277, HAR.

7. The Friends may provide educational and interpretive programs and visitor services in the park, including leading interpretive tours of the park area, and preparing and distributing brochures, contingent on approval of interpretive materials by State Parks and the Natural Area Reserve System of DOFAW.
8. The Friends may assist State Parks with various management projects, such as the designation of preferred roads and routes through the park for visitors.
9. The Friends may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of volunteer projects. A permit may be required for any activity involving over 25 individuals.
10. The Friends are required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in curator activities without being required to become a member of the Foundation organization. The Friends will seek ongoing involvement of the local community, potentially affected private landowners, and relevant organizations.
11. The Friends may propose amendments to this agreement to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its Chairperson may be necessary. Upon approval, the amendments will become a part of this agreement.
12. Use of the park by the Friends shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Hawai'i Administrative Rules Title 13, Chapter 146), the Conservation District (Hawai'i Administrative Rules Title 13, Chapter 5) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City and County of Honolulu, State of Hawai'i and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger this chapter.
13. The Friends will periodically monitor the condition and integrity of natural resources, historic properties, and their respective settings at the park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the Friends will notify State Parks as soon as possible.
14. Additional work may be done by mutual agreement between the STATE and the KOKUA PARTNER.

### SPECIAL CONDITIONS

The KOKUA PARTNER shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage.
6. Undertake site improvements unless these tasks are covered in this agreement or in later amendments to each agreement.

### RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this agreement and may issue permits, including commercial permits, conduct archeological and other research and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the Friends on these activities.
2. State Parks agrees to provide the Friends with information relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. The assistance of State Parks may be requested by the Friends for large clearing and hauling projects and with herbiciding. Such requests should be coordinated between the Friends, the State Parks O'ahu District Superintendent, and the State Parks Archaeologist.
4. In accordance with §6E-7 and 8, HRS, and §13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposal under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.
5. The Friends will be notified and consulted on proposed activities in the park. The Friends may be given the opportunity to assist in work at the park done by the DLNR or approved by the DLNR.

### RESTRICTIONS ON THE PARTNER'S ROLE

1. The Friends may not undertake tasks, which are not specified in this agreement. The Friends may propose amendments to this agreement to undertake other tasks at the park. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this agreement and the potential pursuit of civil or criminal penalties under sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of the Friends to help protect the park resources covered by this agreement and to help provide public access for all the State's citizens. The Friends are not the owner of the park and cannot restrict access.

### CHECKS TO INSURE PROPER MAINTENANCE

1. The KOKUA PARTNER and STATE through the Division of State Parks will agree on a schedule for when volunteer work will be performed. The STATE will monitor the progress of the maintenance and maintain close communication with the Friends. The Friends will notify the STATE if a schedule change is necessary.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the Friends in writing of the problem(s) and will provide suggestions to correct the problem(s). The Friends will be allowed a reasonable time to correct the problem and if they fail to correct the problem, the STATE may revoke this agreement.

### CHECKS TO INSURE PROPER SAFETY

1. The KOKUA PARTNER agrees to perform its volunteer services in a safe and reasonable manner. It is the Friend's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the Friends will conduct safety briefings with their volunteers to ensure that they are aware of any potential safety hazards. The Friends will have all volunteers sign liability waivers and instruct all volunteers in the proper method of performing their tasks.

3. The STATE through the Division of State Parks is available to assist safety presentations and proper measures of performing the work. An on-site evaluation can be scheduled prior to the commencement of this agreement.

#### COORDINATION OF ACTIVITIES

The KOKUA PARTNER shall designate a person to coordinate with the STATE on the activities under this agreement. The Friends shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

#### INDIVIDUAL MEMBERS, VOLUNTEERS AND INVITEES OF KOKUA PARTNER

The members, volunteers and invitees of the Friends who perform the KOKUA PARTNER's responsibilities under this agreement will be deemed to be volunteers for purposes of chapter 90, HRS. As such, these persons when acting as volunteers are entitled to be regarded as "employees of the State" solely for the purposes of chapter 662, HRS.

#### TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for two (2) years after its effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the Friends.

#### PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the KOKUA PARTNER to the improvement of the park.

#### COMPLIANCE WITH LAW

The KOKUA PARTNER shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the KOKUA PARTNER's performance of this agreement.

#### PARK RULES

The rules of the Hawaii state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Laura H. Thielen**  
(Print Name)

\_\_\_\_\_  
Chairperson  
Board of Land & Natural Resources  
(Print Title)

\_\_\_\_\_  
(Date)

**FRIENDS OF KA'ENA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, the KOKUA PARTNER named in the foregoing instrument, and that he is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he executed said instrument as the free act and deed of the \_\_\_\_\_.

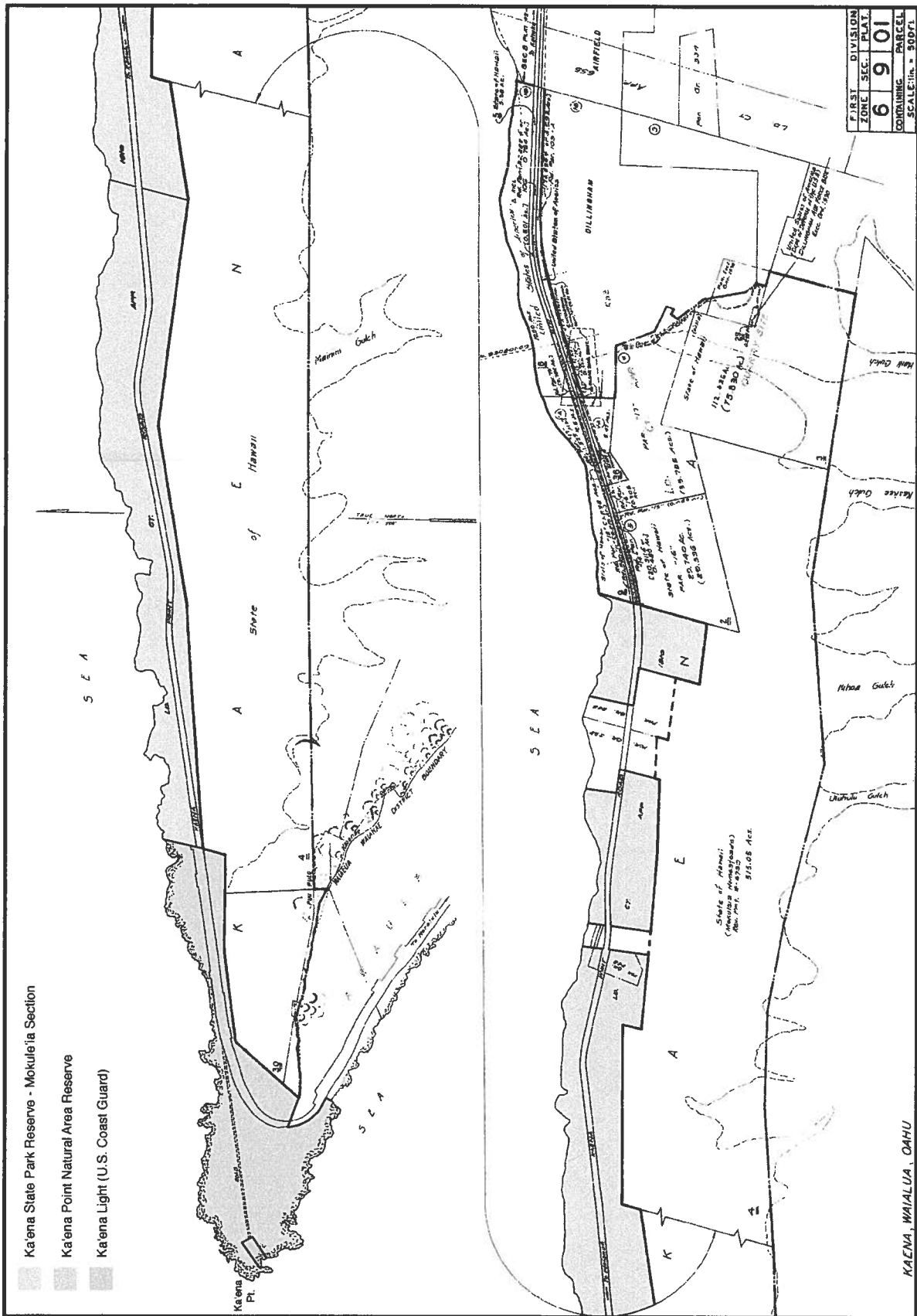
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



# ATTACHMENT 1

Kokua Partnership area corresponds to Ka'ena Point SPR, Mokule'ia Section (green).

**PARTNERSHIP AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**  
**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DURATION OF AGREEMENT: START: \_\_\_\_\_ END: \_\_\_\_\_

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: Machetes, Saws, Hand Axes, Pry bars, Sled Hammers, Gardening and Painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

• gusty winds	• paint, fuel and oil fumes
• sharp and or slippery rocks	• thorny plants/potentially dense vegetation
• stinging or biting insects and spiders	• lack of reliable communication
• portable or no bathroom facilities	• no telephones
• steep drop-offs	• work on, in or near water
• no potable (drinking) water	• wet and slippery roads
• rugged terrain	• herbicides
• sharp tools	• work in a hunting area
• lack of medical facilities	• steep and slippery trail and river crossings
• wild animals	• flash floods
• harsh weather conditions, ranging from hot and humid to wet and cold	• diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

\_\_\_\_\_  
Signature of Volunteer  
(or Minor's guardian)

\_\_\_\_\_  
Date

Minor's Name(s): \_\_\_\_\_

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

\_\_\_\_\_  
Laura H. Thielen, Chairperson and Member  
Board of Land and Natural Resources